

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEW JERSEY

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 CIVIL ACTION NUMBER:

4 IN RE: VALSARTAN PRODUCTS 19-md-02875  
5 LIABILITY LITIGATION

CASE MANAGEMENT CONFERENCE

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 Mitchell H. Cohen Building & U.S. Courthouse  
7 4th & Cooper Streets  
8 Camden, New Jersey 08101  
June 1, 2022  
Commencing at 10:02 a.m.

9 **B E F O R E:**

10 THE HONORABLE ROBERT B. KUGLER  
UNITED STATES DISTRICT JUDGE

11 THOMAS I. VANASKIE (RET.)  
12 SPECIAL MASTER

13 **A P P E A R A N C E S:**

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**A P P E A R A N C E S (Continued) :**

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Larry MacStravic, Courtroom Deputy

1 (PROCEEDINGS held telephonically before The Honorable  
2 ROBERT B. KUGLER and SPECIAL MASTER THOMAS I. VANASKIE at  
3 10:02 a.m.)

4 SPECIAL MASTER VANASKIE: Good morning, this is Tom  
5 Vanaskie.

6 RESPONSE: Good morning, Judge.

7 SPECIAL MASTER VANASKIE: Good morning.

8 Do we have a court reporter present?

9 COURT REPORTER: Hi, Judge. It's Ann Marie Mitchell.  
10 I'm here.

11 SPECIAL MASTER VANASKIE: Hi, Ann Marie. Good to  
12 have you here.

13 All right. I think we should proceed. I don't think  
14 my part of this call is going to require a lot of time, unless  
15 I'm missing something.

16 Who will be -- Mr. Slater, will you be speaking on  
17 behalf of the plaintiffs?

18 MR. SLATER: I would say at the outset, Your Honor.  
19 And as you know, other people may have more and better things  
20 to say than I as we move along.

21 SPECIAL MASTER VANASKIE: All right. And who will be  
22 the spokesperson for the defense?

23 MS. BROWN: Good morning, Your Honor. This is Alli  
24 Brown. I think we'll have a number of folks, just depending  
25 on the issue, but I will address one of the issues this

1 morning.

2 SPECIAL MASTER VANASKIE: All right. Well, let me  
3 start then in asking, in this agenda letter, I did not discern  
4 any matters that required my decision or my attention.

5 Am I correct in my understanding?

6 MR. SLATER: I think that's correct, Your Honor.

7 SPECIAL MASTER VANASKIE: Does the defense agree?

8 MS. BROWN: Yes, Your Honor, correct.

9 SPECIAL MASTER VANASKIE: Okay. All right. Well,  
10 before I contact Judge Kugler, I wanted to -- and maybe you  
11 can just circle back to me on this -- verify the matters that  
12 are pending decision from me.

13 And that is the motion for clarification and  
14 modification of Special Master Order 64. As I understand it,  
15 the briefing on that will be completed -- is scheduled to be  
16 completed on June 6th.

17 Does anybody disagree with that?

18 And I'm hitting you cold with this, so as I said, you  
19 can circle back to me as well.

20 MR. SLATER: That sounds correct, Your Honor. That's  
21 the wholesaler request for clarification?

22 SPECIAL MASTER VANASKIE: Yes, yes. Exactly.

23 MR. SLATER: I think that sounds right.

24 MR. GEOPPINGER: Yes, that's correct, Your Honor.

25 This is Jeff Geoppinger for the wholesalers. That is correct,

1 it's the 6th.

2 SPECIAL MASTER VANASKIE: Then I have a motion for  
3 production of Mr. Najafi's testing materials or testing  
4 documents, which is ECF Number 2013. I believe that's still  
5 in front of me.

6 MR. SLATER: Correct.

7 SPECIAL MASTER VANASKIE: Okay. And then I have the  
8 motion for sanctions that's been pending for some time, ECF  
9 Number 1838.

10 And I'll simply ask -- you can simply send an email  
11 to me -- is there anything else that's pending a decision from  
12 me at this time? If you know it off the top of your head,  
13 please tell me. If not, you can also circle back with an  
14 email.

15 MR. SLATER: Your Honor, I think that there's a  
16 motion still pending on de-designation, confidentiality  
17 designations.

18 SPECIAL MASTER VANASKIE: Oh, there is, there is,  
19 there is. And I started drafting it, that's right. So let me  
20 get the -- that completed.

21 MR. SLATER: And then I think there was one other  
22 motion, which was the motion for Rule 37 sanctions. I wasn't  
23 sure if that went to you or to Judge Kugler, but I think  
24 that's -- I know that's still pending as well.

25 SPECIAL MASTER VANASKIE: Yeah. I have that down as

1 ECF Document Number 1838. And that's for me, as I understand  
2 it. And so you're waiting on me on that. Okay. We'll get  
3 busy. Busier.

4 All right. I will drop off the call now, get Judge  
5 Kugler, and we'll get to the important stuff for today.

6 As I said, if there's anything else that you think is  
7 pending a decision from me, please send me an email. Thank  
8 you.

9 RESPONSE: Thank you, Judge.

10 (Pause in proceedings.)

11 THE COURT: Good morning, it's Judge Kugler.

12 RESPONSE: Good morning, Your Honor.

13 THE COURT: Ms. Mitchell, are you on board?

14 COURT REPORTER: Yes, Your Honor, I'm here.

15 THE COURT: How are you today?

16 COURT REPORTER: I'm good, Your Honor. How are you  
17 doing today??

18 THE COURT: I'm good.

19 All right. I assume everyone we need is on board.  
20 You know the ground rules so Ms. Mitchell knows who you are.

21 But the first thing we have to talk about is  
22 submitting these agenda reports at 7:00 p.m. the night before  
23 the conference is unacceptable and has to stop immediately.

24 We started out with these -- submitting these agenda  
25 items at the close of business two days before, which would be

1 5:00 p.m. on Monday. We sort of let you slip for a while  
2 because, you know, you said you had things to talk about,  
3 fine.

4 But you've sufficiently abused this that we're going  
5 back to the original requirement that we need these things by  
6 5:00 p.m. two days before, which would be on a Monday in  
7 advance of a Wednesday conference. All right.

8 Mr. Trischler, are you on? Are you going to speak  
9 today?

10 MR. TRISCHLER: Good morning, Your Honor. Yes, I am  
11 on. I think I will speak to some issues. There will be  
12 others in our group who may be addressing other issues on  
13 behalf of the defense.

14 THE COURT: You asked that this be conducted by Zoom.  
15 Can you explain to me why we're better off doing  
16 these by Zoom than phone conference?

17 MR. TRISCHLER: Well, Your Honor, I think that simply  
18 we had spent some time in meet and confer last week with the  
19 plaintiffs on issues related to case management on a  
20 going-forward basis. We have some disagreements with the  
21 plaintiffs on those issues as the Court is probably now aware.

22 We thought simply the opportunity to be face to face  
23 virtually might be of some help and benefit in setting forth  
24 the position of the parties, but obviously, you know, we'll  
25 defer to whatever methodology the Court wants to follow.



1 Telephone is fine. We just thought that Zoom might be of  
2 additional benefit.

3 THE COURT: Well, it's what you stated in your  
4 papers. That's the conclusion.

5 The question I have is, what are the reasons why Zoom  
6 is better than phone or -- I mean, I hope someday soon to get  
7 back in person for some of this. But why is Zoom is better  
8 than the phone?

9 MS. BROWN: Your Honor, this is Alli Brown. I think  
10 I can jump in on that if Your Honor would allow me.

11 I'm going to be addressing one of the issues on the  
12 agenda. And it was actually partly my request to ask if the  
13 Court would indulge us in Zoom. I thought it would be easier  
14 if I shared some slides with the Court, but I certainly  
15 understand the Court's preference for audio conference. And  
16 we're certainly prepared to proceed.

17 So I will take full responsibility for throwing the  
18 Zoom wrench in this, and I apologize.

19 THE COURT: You don't have to apologize. I'm just  
20 curious, that's all.

21 MS. BROWN: No, it was me. I thought -- one of the  
22 issues is a little complicated. I thought I might put some  
23 case law quotes up there. But it's not an issue at all.  
24 We're happy to do it by phone.

25 THE COURT: All right. The first issue that's raised

1 is plaintiff apparently wants to bring some partial summary  
2 judgment motions.

3 Mr. Trischler, in your letter -- I don't know if  
4 you're prepared to respond. If you're not, somebody else  
5 will.

6 Five times in your letter you refer to this -- these  
7 motions as defendants' alleged misconduct. I frankly don't  
8 know what you're talking about. You almost sound like the  
9 plaintiffs are bringing intentional tort cases.

10 What's the misconduct that you think the plaintiffs  
11 want to raise in their motions based on your conversations  
12 with them?

13 MS. BROWN: And Your Honor, this is Alli Brown. I'm  
14 prepared to address that issue in the letter, if the Court  
15 would allow.

16 THE COURT: Yes, please. What's the misconduct that  
17 you think the plaintiffs are alleging?

18 MS. BROWN: Sure. Absolutely, Judge.

19 And one thing to report that I think was very helpful  
20 and productive is that we had a meet and confer with  
21 plaintiffs the Friday before Memorial Day where I think we had  
22 a very professional and productive discussion as we tried to  
23 sort of understand what they meant by the liability discovery  
24 and liability dispositive motions that they proposed.

25 And the reason we referred to it as limited discovery

1 and limited motions on the issues of conduct is really coming  
2 out of that meet and confer. And I think it's confirmed in  
3 Mr. Slater's letter from last night, Your Honor, that the  
4 limited discovery and the sliver of motion practice that the  
5 plaintiffs are proposing here really go to issues of conduct,  
6 issues of whether or not the defendants were in compliance  
7 with GMP, what the defendants knew and when they knew it.

8 And that's in part -- and I can address it when the  
9 Court is ready, but that's in part the objection we have to  
10 this limited proposal that is limited in scope and in time, is  
11 because in our view, it's not addressing the complete issue of  
12 liability but just this sliver of an issue as it relates to,  
13 you know, regulatory issues or compliance with GMP.

14 And so the reason our letter referred to alleged  
15 misconduct is because that's how we understood how the  
16 plaintiffs were defining liability, as opposed to whether or  
17 not defendants are liable to a particular plaintiff on a  
18 complete cause of action.

19 THE COURT: Well, Mr. Slater never used the word  
20 "misconduct."

21 But I'm going to ask Mr. Slater now, or whoever else  
22 on behalf of the plaintiff, to sketch out for me what motions,  
23 what summary or partial summary judgment motions you  
24 contemplate and the vehicle by which you hope to accomplish  
25 it.

1 MR. SLATER: Hello, Judge. This is Adam Slater. I  
2 will address that.

3 I think that we're certainly not, first of all,  
4 raising a sliver of conduct. We're seeking -- in accordance,  
5 frankly, with defendants' counsel, who for months and months  
6 has been saying they want to file dispositive motions, and in  
7 order to also move the case towards trial readiness as was  
8 discussed by Your Honor at the last conference, we thought  
9 that it was prudent at this point to try to set up a schedule  
10 to get, A, liability experts on both sides laid out on all  
11 issues. It was not a sliver of the case. It was whatever --  
12 whatever issues either side thinks they can move for partial  
13 summary judgment on.

14 As far as what motions we contemplated, listed in the  
15 letter, for example, to move on breach of express warranty.  
16 And we would do that -- and I acknowledge that there are  
17 issues because the fact that the class certification motions  
18 are pending, but the Court can certainly deal with the timing  
19 of when to resolve these motions, but we contemplated filing  
20 the motions within the master complaints -- the master class  
21 action complaints and to deal with, frankly, all 50 states,  
22 because that's what we assumed the Court wanted us to do in  
23 accordance with what the motions to dismiss addressed and to  
24 file motions where we would probably follow a lot of the --  
25 follow the state groupings that we've already offered to the

1 Court and at least get these motions on file, because our  
2 feelings from what Your Honor had said was you want us to be  
3 proactive and move things forward.

4 So we were prepared to start briefing and filing  
5 these motions, and if the Court wanted to, for example, wait  
6 until class certification was decided on all or some of the  
7 classes and then decide the motions in that context, certainly  
8 we're open to whatever approach the Court thinks makes sense.  
9 But we certainly felt that we should be filing motions that  
10 are within those master complaints sooner rather than later.

11 And again, that's why we realized, we don't have  
12 liability expert reports on both sides on all liability  
13 issues, whatever issues people want to bring motions on. For  
14 all we know, there's defendants who want to cross-claim  
15 against one another and have expert reports against one  
16 another depending on how they see the case.

17 So we just thought that that needed to get out of the  
18 way so that the motions could then be filed and no party could  
19 then say, well, you know, it's premature because experts -- we  
20 still have the right to bring an expert in who could address  
21 the facts that are at issue and address these claims.

22 I hope that helps to explain where we're coming from.

23 THE COURT: Well, let's get a little more specific.  
24 Let's take the example of the economic loss or third-party  
25 payor cases.

1           Frankly, folks, I'm not sure why there's such this  
2 obsessive focus on these class action motions. Those cases,  
3 the third-party payor economic loss cases, they're going to  
4 continue whether there's a class or not. I mean, there's  
5 enough money having been spent by some of those plaintiffs  
6 that they're going to continue with the litigation either on  
7 their own or as part of a class. I think the class action  
8 certification motions have relevance only and specifically to  
9 the medical monitoring cases.

10           But be that as it may, Mr. Slater, let's take one of  
11 cases, the economic loss third-party payor case.

12           Tell me what you think would be the motions in one of  
13 those cases. Forget about class actions for a minute. Just  
14 think an individual payor, paid millions of dollars out, wants  
15 their money back.

16           What kind of summary judgment motions do you foresee  
17 the plaintiff would bring in that kind of a case?

18           MR. SLATER: I think that one of the motions would  
19 likely be breach of express warranty claim that we'd move for  
20 partial summary judgment on that claim. And I think that  
21 you're right, whether it's a class action or whether it's an  
22 individual case for the TPP, for the third-party payor, I  
23 think that would be among the motions that would be filed. I  
24 think that potentially consumer protection would be a motion  
25 that we would move on based on the facts in these cases.

1           Those are two that jump to mind right away. And I'm  
2 focus on manufacturers for that purpose. If we're talking  
3 about going further down the supply chain, obviously we would  
4 start to implicate the implied warranty with the retailers as  
5 a potential motion.

6           THE COURT: What expert do you think you need to  
7 proceed with a summary judgment motion on the warranty case  
8 against -- on behalf of a third-party payor?

9           MR. SLATER: Well, I think that based on the facts  
10 and based on the admissions from the 30(b)(6) witnesses, a  
11 strong argument -- an argument could be made that we don't  
12 need an expert to prevail, but I would assume that if we were  
13 to file that motion, the defense would say, well, we are going  
14 to bring in experts that are going to dispute our liability.  
15 So we would want to have that piece cleaned out.

16           And we had assumed as well from what the defense had  
17 been saying that they intended to file motions as well. I  
18 don't know what claims they were contemplating filing on in  
19 this context, but, you know, obviously we wouldn't want to  
20 have that -- that procedural defense of the motions on either  
21 side.

22           But I don't know that we need an expert to prove  
23 breach of express warranty on these facts with the admissions  
24 that we have and with the settled facts, but I would think the  
25 defense might argue that they want to say, well, we did

1 everything right. We met all the specifications. We didn't  
2 violate CGMP, and they would potentially try to get an expert  
3 to say that. I'm not sure that -- so far I don't think they  
4 have an expert to say that, but I would suppose that they  
5 might make an argument, they would have come up with an  
6 expert.

7           So again, that was the thinking for wanting to get  
8 experts addressed. Certainly if the Court thinks that it's  
9 not necessary, maybe we need to start filing the motions on a  
10 shorter time frame.

11           THE COURT: Well, I don't know whether it's necessary  
12 or not. It's your case and it's their defense. I don't want  
13 to speak for either you or them, as to what they think they  
14 need to defend their case and what you think you need to  
15 prosecute your case. That's your business, not mine.

16           Ms. Brown, did you want to respond to that?

17           MS. BROWN: Sure. Absolutely, Judge. Thanks very  
18 much.

19           I think at bottom, there's good news here, which is  
20 that we are not completely without agreement. I mean,  
21 certainly the parties all agree that additional discovery in  
22 the right time and in the right scope and ultimately  
23 dispositive motions are ultimately needed to move these cases  
24 to a trial-ready position and of course to ultimately reach  
25 resolution here.



1           Our objection to the particular proposal put forward  
2 by the plaintiffs here is really one of timing and of scope,  
3 both as to the proposed discovery and as to the proposed  
4 dispositive motions. And the objections we have, Your Honor,  
5 really fall into three categories.

6           Number one, we believe that the proposal to isolate a  
7 portion of liability and move on that is contrary to law. And  
8 I'll just cite a case for you in a moment, Judge, and explain  
9 that a little more.

10           Number two, Your Honor, we believe that this proposal  
11 is extraordinarily premature given that the Court has not  
12 ruled on the class certification rulings yet, the briefing  
13 yet, and, frankly, given the enormous objections -- and Your  
14 Honor knows because you have all the paper in front of you --  
15 that the defense have raised that these classes are even  
16 certifiable under Third Circuit law.

17           And then finally, Your Honor, we believe that the  
18 proposal is inefficient at this point. The timing of the  
19 proposal would lead to enormous inefficiencies, because we  
20 don't know -- you know, Mr. Slater just said he envisions  
21 moving under consumer protection statutes, but of course,  
22 until we know an individual case, an individual plaintiff or  
23 plaintiffs, we don't know what state's law would apply to  
24 those individual consumer protection statutes.

25           And so putting a dispositive motion schedule in place

1 right now respectfully would lead to enormous inefficiencies  
2 in terms of the amount of briefing under various different  
3 state laws that would have to happen. It would be inefficient  
4 for the parties and certainly inefficient for the Court.

5 So if Your Honor would just allow me just to expand  
6 on those three very briefly, because I don't think this is a  
7 matter of complete disagreement with the concept of discovery  
8 and the concept of dispositive motions. I think it's a  
9 disagreement with this limited proposal.

10 And so, Your Honor, what's being proposed as we  
11 understand it is an effort to move for summary judgment on  
12 conduct-type issues, did defendants violate CGMP, did  
13 defendants not know of something that was knowable. And the  
14 problem with that is that it ignores the remaining elements of  
15 the causes of action that are actually at play here, and it  
16 seeks what the courts have termed to decide liability in the  
17 abstract.

18 THE COURT: So what other issues are there other than  
19 conduct issues for the plaintiffs? I don't understand what  
20 else there is.

21 MS. BROWN: Sure, Your Honor. Well, of course there  
22 is causation and damages. And that's really what the *Kohn*  
23 court talks about. And we cited that case in our letter, Your  
24 Honor. And I think the explanation there is real instructive,  
25 because what the courts -- this was an effort to certify an

1 issues class. And as the Court well knows, this type of  
2 proposal, this sort of conduct-related liability issue  
3 proposal, has been repeatedly rejected in the context of  
4 efforts to certify issues classes.

5 And I would just direct the Court to the *Kohn*  
6 decision from the District of Colorado. Because this is what  
7 the court said, and I think it really expresses our argument  
8 and objection here.

9 The court says, "plaintiffs' attempt to isolate the  
10 issue of potential liability-creating conduct from the issues  
11 of causation and damages may be a good tactic for plaintiffs,  
12 but I question whether it is conducive of a reasoned and fair  
13 process to determine whether defendants are liable to class  
14 members."

15 "Causation and damages are integral, indispensable  
16 parts of the question of liability."

17 "The liability issue cannot be decided in the  
18 abstract without the particularized proof of cause and damage  
19 concerning each plaintiff."

20 And that, Your Honor, again is *Kohn v. American*  
21 *Housing*.

22 THE COURT: Ms. Brown -- Ms. Brown, wait a minute,  
23 wait a minute.

24 Why do you say that -- I'm not sure why you have  
25 concluded that the plaintiffs want to isolate just the conduct

1 issues from the causation issues. I didn't hear Mr. Slater to  
2 say or read his letter to say that they're going to ask the  
3 court for a judgment that the -- that the defendants violated  
4 some manufacturing standard, period, end of story. I think  
5 they want to move also for causation, but that caused a loss.

6 Damages in those third-party payor cases is  
7 relatively straightforward. I know you have defenses that the  
8 product was worth something because it did control blood  
9 pressure and the plaintiffs say, no, we wouldn't have ever  
10 bought it because it's contaminated. But that's easy, that  
11 issue.

12 But I don't understand why you keep saying that this  
13 is an isolated -- there's just one isolated -- one issue out  
14 of many when they do these summary judgment motions.

15 MS. BROWN: Uh-huh. Yep. And Your Honor, I will be  
16 very happy to have misinterpreted Mr. Slater's letter and our  
17 discussion on this point, because that really is what was  
18 troubling us the most, is that we understood plaintiffs'  
19 proposal to be proposing essentially what the *Kohn* court said  
20 cannot be done.

21 And the only thing that gave me a little concern,  
22 Judge, is if you look at page 6 of Mr. Slater's letter where  
23 he puts forth a list of these contemplated motions, one of  
24 them is violation of CGMP. And so as I understood our  
25 discussion with the plaintiffs last Friday and as I understood

1 their letter and their list of issues, they weren't proposing  
2 a dispositive motion schedule which would move on complete  
3 causes of action that would implicate experts beyond, you  
4 know, regulatory or CGMP experts, they were proposing that the  
5 Court set a schedule well in advance of class certification,  
6 well in advance of law being determined, to move on these very  
7 discrete issues of GMP compliance. And that's what gave us a  
8 lot of heartburn, frankly, Judge, because we believe that's  
9 inconsistent with the law.

10 THE COURT: Well, it's not inconsistent with Rule 56.  
11 Rule 56 explicitly permits them to move on any claim or any  
12 part of any claim.

13 MS. BROWN: Well, I guess the issue, though, Judge --  
14 and plaintiffs recognize it on page 6 of their brief -- is  
15 that dispositive motions are premature before expert reports  
16 on the impacted issues are exchanged.

17 And our position is that the experts that they're  
18 proposing would not be the totality of expert that would opine  
19 on these particular issues. And that's what we perceived to  
20 be somewhat unfair, is that they were proposing only sort of  
21 their affirmative regulatory conduct, GMP, you know, whatever  
22 term we used, proposing sort of only their experts and then  
23 seeking a ruling on this discrete issue without allowing  
24 defendants the opportunity for their own experts that would  
25 touch the complete cause of action.

1           And that's what I think the *Kohn* court is saying you  
2     can't do, you can't take potentially liability-creating  
3     conduct away from the entire liability cause of action,  
4     because that's unfair to defendants.

5           THE COURT: Well, look, I agree that we don't want to  
6     piecemeal these things. But I'm not sure --

7           MS. BROWN: Right.

8           THE COURT: -- that that's where the plaintiffs are  
9     going with this anyway.

10          And furthermore, your experts would only have to be  
11     in response to their experts. If they move for summary  
12     judgment and they're supported by an expert, then, you know,  
13     you get your own expert that says that their expert is full of  
14     baloney.

15          I'm not really too concerned. I'm not as worried as  
16     you seem to be about how this sketches out logistically.

17          But anyway, back to Mr. Slater.

18          Mr. Slater, do you understand what I'm trying to say  
19     here? I don't read you to say that your summary judgments are  
20     just going to be partial for certain facts. I mean, am I  
21     wrong? Or what are you contemplating?

22          MR. SLATER: You're right, Judge. We're  
23     contemplating moving on full causes of action.

24          For example, as I said, breach of express warranty,  
25     consumer protection, the other claims that we have that are in

1 this case. We're looking to move on full causes of action.  
2 We were listing in our letter the various issues. And the  
3 fact that we listed the CGMP issues, that's been a large focus  
4 of the litigation lately. There's certainly a component of  
5 some of the misconduct, but we're certainly not saying that  
6 we're just going to move on isolated points of misconduct.  
7 That's not our intent.

8 And I can tell you in terms of the scope of experts,  
9 which really -- it just seemed like that's something that  
10 needs to be done if these cases are to be trial ready. If the  
11 defendants want to include other liability experts, we invited  
12 them on Friday to tell us what experts they'd contemplate.  
13 We're still waiting. But obviously all parties can file  
14 whatever expert reports for any discipline they think are  
15 relevant. So that's certainly not something that would  
16 hamstring or limit the defendants in any way.

17 THE COURT: Okay. Well, I think we better understand  
18 where this is going, Ms. Brown. The plaintiff and presumably  
19 the defendants want to move for summary judgment on the entire  
20 claims, however you want to term them, express warranty,  
21 consumer fraud, whatever it is, it's going to be the entire  
22 thing. Okay?

23 MS. BROWN: Understood, Your Honor. And what I  
24 understand Mr. Slater is saying is then essentially this  
25 expert discovery he's proposing is not necessarily limited to

1 GMP experts or the examples he gave, it's a bit broader, which  
2 is I think a little more consistent with what we were  
3 proposing, which is that we do, you know, full expert  
4 discovery that would be needed for some of these motions.

5 But the other issue, though, Judge, that's very  
6 concerning to us is the premature nature of this proposal,  
7 given that we have not identified any cases in which these  
8 motions would be filed. And we have a lot of concern, Your  
9 Honor, about a dispositive motion schedule that is untethered  
10 to a particular case and a particular plaintiff.

11 Certainly Your Honor knows, I don't have to tell the  
12 Court, that the Court can't issue a ruling for or against a  
13 putative class plaintiff until the class has been certified.  
14 And so to the extent that these motions are proposed in the  
15 context of a class action, we have enormous concern that that  
16 would run afoul of the rule against one-way intervention, of  
17 pretty settled case law, Your Honor, that this can't be done  
18 in advance of a class cert ruling.

19 And practically, Your Honor, it seems impossible to  
20 move on issues of consumer protection statutes and breach of  
21 warranty without knowing what state's law would apply.

22 And I heard Mr. Slater say this morning, well, you  
23 know, we would propose the state groupings that we briefed.  
24 But as Your Honor will see or has seen, there are significant  
25 legal deficiencies with those groupings.



1           And I'll just give you an example. The plaintiffs  
2 have proposed subclasses for consumer protection class  
3 actions, and at least ten states that are included in those  
4 subclasses don't allow class actions for consumer protection  
5 statutes.

6           So, you know, in our view saying, well, we could just  
7 use the groupings in the briefing doesn't cure the problem,  
8 because there are real deficiencies with those proposed  
9 groupings.

10           So the other aspect in addition to believing that,  
11 you know, a limited proposal is contrary to the law, the  
12 concern we have is how premature this is as it relates to  
13 classes, which is why -- and I apologize that it came in so  
14 late, Judge. We will do better with our submission next time  
15 for sure.

16           But why we proposed, why don't we do this expert  
17 discovery in the context of some of the personal injury  
18 bellwethers.

19           And certainly we hear the Court loud and clear that  
20 the Court does not intend to try those cases, but at least if  
21 we picked a subset of those cases, Judge, we would know the  
22 plaintiffs, the applicable state law, we could all do what we  
23 believe is the necessary discovery to get those cases to a  
24 position where they could be, you know, remanded for  
25 state-specific, case-specific dispositive motions and then

1 proceed to trial.

2 And so, you know, certainly we want to engage with  
3 the plaintiffs and the Court on the best proposition. But  
4 given that no class has been certified, given that the Court  
5 can't enter judgment for an uncertified class, we thought  
6 perhaps the way to move things forward -- and we hear the  
7 Court that we should be doing that -- would be to do it in the  
8 context of the personal injury bellwethers.

9 THE COURT: Well, thank you, but we're not doing  
10 personal injury bellwethers.

11 See, I didn't contemplate that the plaintiffs would  
12 be filing in the personal injury cases on the basis of  
13 consumer fraud statutes. I mean, the personal injury cases  
14 are going to be decided by that state's tort law or product  
15 liability law, and nothing -- the consumer protection statutes  
16 are going to come into play I think in the third-party payor  
17 cases. And that's an easy vehicle to get to the answer,  
18 because, like I said, it's not really dependent on class  
19 action status. There's enough individual plaintiffs that can  
20 bring that kind of a motion as they have to counter the  
21 lawsuit in their own name as seeking a summary judgment, which  
22 is what I contemplate the plaintiffs are going to do anyway,  
23 so I'm not really concerned about all that. I don't think  
24 this is really a terrible issue that we have to spend a lot  
25 more time on.

1 MS. BROWN: No, I understand, Judge. We just had a  
2 lot of heartburn that we don't even know the case, you know.  
3 And I understand you're saying, listen, these cases can  
4 proceed even if I don't certify the class. And perhaps then  
5 we need to wait for those decisions, figure out what pieces  
6 are going to remain, and then identify a subset of those so we  
7 have a plaintiff, we have an applicable state law, you know,  
8 we sort of know the confines of what is necessary for  
9 dispositive motion, because, you know, just proposing  
10 dispositive motions on consumer protection statutes in the  
11 abstract is an impossibility when many states don't recognize  
12 it, when there are conflicting applications of those.

13 And the other thing that gave us pause, Judge, is  
14 their letter suggests that these dispositive rulings that  
15 they're seeking would be applied to the personal injury cases  
16 too. And maybe this was my disconnect, but that's where I  
17 became concerned that they were looking for rulings on issues  
18 of CGMP or conduct-type ruling.

19 THE COURT: Well, clearly the plaintiffs in their  
20 motions for summary judgment are going to have to identify the  
21 exact claim they're seeking judgment on and the statutes in  
22 that particular jurisdiction that are implicated.

23 MS. BROWN: Yes. We --

24 THE COURT: And you'll have sufficient opportunity to  
25 respond.

1           And I think also when you get the plaintiffs' expert  
2 reports, you'll get some pretty good idea of where this is  
3 going, aren't you?

4           MS. BROWN: Well, that would be our hope, Judge, that  
5 we could get to a place where the schedule contemplates a  
6 plaintiff and a state law and so we all know sort of what  
7 we're working with in -- we're making motions in the confines  
8 of a case, in the confines of a particular state's law and in  
9 the confines of a complete, you know, cause of action or a  
10 complete liability claim, not, you know, a liability in the  
11 abstract.

12           THE COURT: Well, I think that's what's going to  
13 happen. And obviously, if it doesn't, you know, we'll fix it.

14           MS. BROWN: Understood, Judge.

15           THE COURT: I think the plaintiffs understand where  
16 I'm heading with this. I think we won't have any problems  
17 with it. You can always talk to them. And if you get some  
18 papers and you say, geez, I don't know what they heck you're  
19 talking about, I think you know how to get a hold of them.

20           MS. BROWN: Yes, we do, Your Honor. We do. Yeah. I  
21 mean, if we can continue to work towards identifying cases,  
22 identifying plaintiffs, identifying state laws, I think we're  
23 going to have far less disagreement if this ultimate motion  
24 practice happens in the confines of something that will later  
25 be determined.

1           THE COURT: I tell you, I'm looking at the  
2 plaintiffs' proposed schedule for these things. And  
3 essentially what I'm going to do is I'm going to move all  
4 those plus 60 days. Okay?

5           MS. BROWN: And Your Honor, can we make a  
6 defendant -- can we view this sort of in the confines -- once  
7 the class cert rulings come down, to the extent they're moving  
8 on class cert issues, can we sort of hold the entry of any  
9 schedule until we at least get those rulings so we know what  
10 the landscape looks like?

11          THE COURT: If the Court's rulings change the  
12 landscape, we will revisit the dates. Okay?

13          MS. BROWN: Understood, Your Honor. I guess then,  
14 sorry to keep coming back to it, but my concern is the state  
15 law issue. I mean, if we don't know what the case is, how  
16 will we know what law applies?

17          THE COURT: Plaintiff is going to have to identify  
18 the state law that applies when they move for summary  
19 judgment. I don't know how else they can move for summary  
20 judgment --

21          MS. BROWN: Right. With --

22          THE COURT: -- without identifying the states that  
23 are involved.

24          MR. SLATER: And Your Honor, we would assume that the  
25 defense likewise, to the extent they want to move to dismiss

1 particular claims that they did with the motion to dismiss,  
2 will define what they're seeking to dismiss as well. I would  
3 think we're all going to file our motions at the same time  
4 anyway.

5 THE COURT: Yeah, I know. You're all really good  
6 lawyers. You're not trying to hide the ball from anybody  
7 here. You're going to have to be up front about these things.

8 All right. The next issue that's raised --

9 MS. LOCKARD: Your Honor, if I may just jump in, this  
10 is Victoria Lockard for Teva and the joint defense.

11 On -- and I understand the Judge's moving of the  
12 deadlines. The one specific deadline I wanted to bring to the  
13 Court's attention is with respect to disclosures and expert  
14 reports.

15 Previously the Court did not allow rebuttal experts,  
16 finding that it wasn't necessary for our class experts and our  
17 causation, and plaintiffs have now proposed rebuttal experts  
18 on the, quote, liability piece of this.

19 And so we would request on behalf of defendants, we  
20 don't believe these are necessary at this point. I think both  
21 sides would know what they would put in a report. It  
22 shouldn't be any surprise. And so we would request that the  
23 rebuttal expert provision be struck from that proposed  
24 schedule.

25 THE COURT: Thank you for pointing that out. And I

1 agree with you, we don't need that. If there's good cause why  
2 there needs to be a rebuttal, then plaintiffs can make an  
3 application at that time.

4 MS. LOCKARD: Thank you, Judge.

5 THE COURT: Now, the next issue that's raised is the  
6 answers to be filed by defense counsel.

7 Mr. Slater, I'm at a loss to understand why they need  
8 to file an answer at this time. Can you explain that?

9 MR. SLATER: Sure, Judge. We frankly figured from a  
10 procedural posture standpoint that since the motions to  
11 dismiss have all been decided, the motions to amended have  
12 been decided, that if we're going to at some point be moving  
13 forward to dispositive motions, that it would be important for  
14 us to know the scope of what the answers are, what the  
15 defenses are, what the cross-claims are, so we'd know exactly  
16 what the positions of the defendants are. And it was our  
17 understanding that at some point answers would be required so  
18 that -- so again, so all parties would know what everybody's  
19 position was. And we figured this was the right time.

20 That was our entire thinking on it, Your Honor. And  
21 just to flesh it out a little more, in terms of cross-claims,  
22 these deadlines for liability expert reports and for  
23 dispositive motions, we contemplate this to encompass all  
24 claims, all parties. So to the extent that somebody in the  
25 supply chain on the defense side has a cross-claim that they

1 would want to bring against another defendant and would want  
2 to have an expert in case that case goes to trial, our  
3 position is that's all contemplated by this schedule so that  
4 we all know the full lay of the land and we all know exactly  
5 what claims each party is holding against one another.

6 THE COURT: I think you're right. This is for all  
7 potential dispositive motions.

8 As to cross-claims, I mean, I don't know what the lay  
9 of that land is, given all the indemnity agreements out there.  
10 Who knows who is going to be serious about a cross-claim at  
11 this point.

12 But I got to tell you, I don't think that having to  
13 file an answer is going to add a whole lot to what we know in  
14 this case and what we need to do in this case, so I'm not  
15 going to require any answers to be filed yet at this time.

16 Losartan and irbesartan. Plaintiff wants some  
17 documents at least to get started figuring out what that's all  
18 about.

19 I guess we need to start figuring out what that's all  
20 about, don't we?

21 Who is going to speak for the defendants?

22 MS. LOCKARD: Your Honor, it is Victoria Lockard on  
23 behalf of Teva and the defendants on this issue.

24 We did meet and confer on this as well. I do think  
25 there's some additional discussions to be had among the



1 parties. You know, we do recognize at some point there will  
2 come a time where we'll need to go through full discovery on  
3 losartan and irbesartan. At this point, however, we strongly  
4 feel that to do that and to engage in full discovery on those  
5 claims is going to divert necessary resources from readying  
6 the cases for trial, from the settlement efforts, and will  
7 just complicate what is currently already a complex situation.

8           We are willing to talk with plaintiffs about what  
9 sort of information we can provide that they think they would  
10 need in the short term for losartan and irbesartan, but it is  
11 not simply a matter of just, you know, having the same type of  
12 discovery that we've culled through and can just turn over.  
13 It's not the same supply arrangements. It's not necessarily  
14 the same defendants. And so there are a lot of complexities  
15 beyond just, okay, let's, you know, crank up the discovery  
16 machine and start turning over documents and taking  
17 depositions of witnesses on these issues.

18           So we certainly know there will be a time for it, but  
19 it does not seem, given all the additional work that we're  
20 talking about here today, that this is something that needs to  
21 happen imminently.

22           THE COURT: Well, I'm sympathetic to your position,  
23 but let me remind you, from the beginning of this case I have  
24 told everyone that it's going to take armies of lawyers,  
25 because we're going to be moving in a lot of tracks at the

1 same time. And I think I estimated back then that I thought  
2 the defense costs would exceed \$100 million eventually in this  
3 case, and I still think that. So, you know, we all have to  
4 step up our game and get this done.

5 On the other hand, you don't need full discovery. I  
6 think your proposal is a sound one, that you speak with  
7 plaintiffs' counsel as to what they really need at this point  
8 to start thinking about losartan and irbesartan and numbers  
9 that are involved, how many prescriptions and all that kind of  
10 stuff. All right.

11 So I think you should continue those discussions  
12 and -- but I do think the plaintiffs are entitled to start  
13 getting some information about those two drugs. And we'll get  
14 that process started now. Okay?

15 MS. LOCKARD: Understood. Thanks, Judge.

16 THE COURT: We have this application by the  
17 defendants for a surreply. Plaintiff says no, no, no.

18 I give the plaintiffs leave to file no more than  
19 three pages within seven days in opposition to the application  
20 to file the surreply. Okay? It's not that complicated,  
21 folks.

22 Silberman. Mr. Slater, I'm not sure what you're  
23 saying. It seems to me like you're saying, well, we'll  
24 dismiss the Silberman claim when and if they have to.

25 What is the status of this?

1 MR. SLATER: Essentially you're right, Judge. In our  
2 brief a statement was made that the claim is going to be  
3 dismissed. The defendants then came to us and said, dismiss  
4 the claim. Not disputing that.

5 We -- when they came to us, we looked at it and said,  
6 that's not really what was intended to be stated. That's the  
7 truth.

8 So we can handle it two ways. One is if it -- and  
9 the facts are that Ms. Silberman bought her drugs from  
10 QuickChek and then CVS bought QuickChek and bought their --  
11 our understanding, their liabilities. So it's a funky fact,  
12 I'll use that technical legal term, but we certainly don't  
13 want to dismiss that claim with prejudice outright.

14 So we would prefer to just leave it, and if it  
15 becomes an issue on class cert, then it certainly can be  
16 dismissed at that point if that were to become an actual  
17 impediment to class certification. Obviously we would address  
18 what we needed to do. The alternative would be to dismiss it  
19 without prejudice and see where things go. But it would seem  
20 to make more sense to just leave it for the time being and see  
21 where things go and see if it's necessary to dismiss it.

22 MS. RICHER: Good morning, Your Honor --

23 (Court reporter clarification.)

24 MS. RICHER: Good morning. Sorry. It's Kristen  
25 Richer from Barnes and Thornburg on behalf of CVS.

1 THE COURT: Okay. Go ahead.

2 MS. RICHER: Your Honor, to respond to that, I'm  
3 still scratching my head why plaintiff -- I saw plaintiffs'  
4 letter brief that was filed yesterday. And, you know, it was  
5 disappointing to see them walk back from what seemed to us a  
6 very clear statement and unequivocal in Footnote 19 of  
7 plaintiffs' reply brief in support of the proposed medical  
8 monitoring class, which said, plaintiffs consent to dismiss  
9 Plaintiff Silberman without prejudice and in doing so address  
10 defendants' concerns on the subject.

11 So they saw the evidence that we pointed to in the  
12 brief that Ms. Silberman did not purchase from a CVS. And  
13 rather than engage with that, they sidestepped and said, fine,  
14 we'll dismiss it. And to now see them walk back from that is  
15 surprising. That's quite a doozy. It's a doozy that ended up  
16 in their brief and shouldn't have been there.

17 You know, but I think to the meat of the matter,  
18 plaintiffs keep saying that CVS acquired QuickBuy (sic) and  
19 that simply isn't the case. CVS has specifically denied  
20 having done so and offered evidence to plaintiffs showing just  
21 that in opposing plaintiffs' motion to certify the medical  
22 monitoring class, including by submitting a declaration from a  
23 CVS employee that it was a file buy, F-I-L-E buy, not an  
24 acquisition, and that liabilities were not assumed.

25 And Your Honor, a file buy is essentially a process

1 where a pharmacy acquires the customer rolls and fill history  
2 for patients of a closing pharmacy so that the patient history  
3 can be transferred over to the buyer in the event the patient  
4 elects to start filling at the buyer's pharmacy instead going  
5 forward. It is not an acquisition of the pharmacy's  
6 operations.

7           There are public news articles indicating that CVS  
8 agreed to a file buy with QuickChek. Ms. Silberman's own  
9 testimony from her deposition is that her prior pharmacy does  
10 not operate as a CVS today and that she never interacted with  
11 anyone from CVS, and that when her pharmacy closed, she didn't  
12 actually switch to CVS, she went to a different pharmacy.

13           You know, to me it's worth noting that even the fact  
14 that Ms. Silberman fills at a different pharmacy that was not  
15 owned and operated by CVS at the time of her fills makes her  
16 uniquely situated to others in the class that she purports to  
17 represent.

18           But I think, you know, at minimum, plaintiffs seem to  
19 just keep assuming that we acquired all liabilities. We've  
20 endeavored to show them that's not the case. We've pointed  
21 them to information showing that's not the case. And it seems  
22 to us a waste of the Court's energies and, frankly, of CVS's  
23 energies in continuing to have to defend against a medical  
24 monitoring class, particularly if we're contemplating activity  
25 in the form of additional expert reports or MSJs, which is

1 what we've been discussing today. Why continue to drag CVS  
2 along and keep them as a defendant here when there's no basis  
3 to do so?

4           You know, we would encourage that the plaintiffs not  
5 kick the can down the road, and we would appreciate any  
6 guidance the Court can give on it. But we think that the path  
7 forward here is already clear enough and that this could be  
8 cleaned up very easily with the dismissal that plaintiffs  
9 promised.

10           THE COURT: Well, it would be an easy way to clean it  
11 up. But when a lawyer tells me that he or she made a mistake  
12 in a filing, I take him or her at his or her word. He says he  
13 made a mistake, it shouldn't have been in the brief, sorry and  
14 all that.

15           And frankly, there's no way I can compel them to  
16 voluntarily dismiss the case. But I agree with everything you  
17 say. I think they ought to take a hard look at that, you  
18 know. And if they do, maybe they'll come to a different  
19 feeling about this particular plaintiff. But it would make  
20 sense for them to take a long, hard look as to whether this is  
21 an appropriate plaintiff in that case.

22           MR. SLATER: Understood.

23           THE COURT: All right. We get now to the fact sheet  
24 deficiencies, orders to show cause.

25           According to defense counsel's letter, the Charlene

1 Mills matter has been dismissed, so that order to show cause  
2 can be dismissed.

3 The Robert Sanford and James Larsen matters have been  
4 resolved, so those orders to show cause are dismissed.

5 Deborah Harris and Ulysses Payne, P-A-Y-N-E, they  
6 requested they be relisted next month, so they'll be relisted  
7 next month.

8 Defense counsel says Jimmie Thorn, Betty Hall and  
9 Marion Dennis, that plaintiffs' counsel has agreed to dismiss  
10 those cases, therefore, those orders to show cause will be  
11 dismissed.

12 But that leaves the Chadwick Wilson and Eric Thompson  
13 cases.

14 Anybody on the plaintiffs' side want to speak on  
15 behalf of those two plaintiffs?

16 MR. WILLIAMSON: Your Honor, this is George  
17 Williamson on behalf of the plaintiffs.

18 And my understanding is that there was a conference  
19 on Friday. And if there is any individual plaintiffs' counsel  
20 on here that wants to speak for that, I would just ask that  
21 the Court allow that to happen.

22 THE COURT: That's fine. That why I said any  
23 plaintiffs' counsel want to speak on behalf of Chadwick Wilson  
24 or Erick Thompson.

25 MS. PENDLEY: This is Madeline Pendley from Levin

1 Papantonio Rafferty on behalf of Eric Thompson.

2 THE COURT: Okay.

3 MS. PENDLEY: The situation with Mr. Thompson is we  
4 did get an extension last month to get his PFS completed.

5 We heard from him during the extension time on May  
6 16th. He sounded terrible. He had been in the hospital. He  
7 still isn't feeling well. The medication he's on makes him  
8 incoherent. To put it candidly, it sounds like he is dying.  
9 He said he needs his kids' help to fill out the PFS.

10 We have tried following up with him but don't want to  
11 pester him as well as he is dealing with something a little  
12 bit more important right now.

13 We asked the defense for just one more 30-day  
14 extension to see if we could get his kids more involved. They  
15 didn't give it to us, but we would like to ask the Court for  
16 that extension as well.

17 THE COURT: Any real objection by defense counsel for  
18 another 30 days on this one?

19 MR. HARKINS: Good morning, Your Honor. This is  
20 Steve Harkins from Greenberg Traurig for Teva and the drug  
21 defense group.

22 No. And I'll just note, that is more information  
23 than we were provided on the Friday meet and confer regarding  
24 his status.

25 We'll just note, this is a case with no PFS filed, so



1 truly any PFS, regardless of how deficient, will reset the  
2 deficiency clock for this plaintiff. But with that said,  
3 we're willing to grant with that additional information for  
4 the 30 days in that case.

5 THE COURT: That will be listed next month.

6 So that leaves Chadwick Wilson. The defense motion  
7 will be granted. That case will be dismissed.

8 All right. I think I've gone through all my list of  
9 things that you wanted to talk about.

10 Did I miss anything for anybody?

11 MR. HARKINS: Apologies, Your Honor. This is Steve  
12 Harkins for the joint defense group once more.

13 Just a note. In the Thorn, Hall, and Dennis matters,  
14 we've received indication that they would be voluntarily  
15 dismissed prior to today, but as of the start of the call, at  
16 least, no dismissals had in fact been filed in those matters  
17 that are up for orders to show cause and dismissal today. In  
18 light of that, we would ask that the Court also enter  
19 voluntary dismissals in Thorn, Hall and Dennis.

20 MR. BROOKS: This is Gerald Brooks on behalf of  
21 Plaintiffs Thorn, Hall and Dennis. There is no objection.

22 THE COURT: All right. Those matters will be  
23 dismissed then.

24 All right. Mr. Harkins, do you have any other  
25 information on any of these other ones you want listed?

1 MR. HARKINS: No, Your Honor, we have no further  
2 updates on the remaining cases. We would simply ask to move  
3 forward the orders to show cause and then relistings in  
4 accordance with the rest of our position statement.

5 THE COURT: All right. There are nine cases: Tommy  
6 Benton, B-E-N-T-O-N; Annie Pace, P-A-C-E; Michael Shemes,  
7 S-H-E-M-E-S; King, K-I-N-G; Mary Richards; Gali, G-A-L-I --  
8 that's how it's spelled in this paper -- Callahan; Margaret  
9 Tolley, T-O-L-L-E-Y; Katherine Peyton, P-E-Y-T-O-N; and Wayne  
10 Grubb, G-R-U-B-B, will be listed for an order to show cause,  
11 returnable at the next meeting.

12 MS. SMITH: This is Ashton Smith for Plaintiff Wayne  
13 Grubb.

14 THE COURT: Yep.

15 MS. SMITH: That is one where we informed defendants  
16 that it would be -- subsequent pharmacy records showed us that  
17 it was a losartan-only case, so there would not be a PFS due.  
18 And we've agreed to amend the complaint to remove any  
19 allegations regarding valsartan.

20 So we would just ask the Court not include that one,  
21 given our agreement to amend and that making no fact sheet  
22 due.

23 THE COURT: Mr. Harkins, any position on that?

24 MR. HARKINS: Your Honor, we have no objection to  
25 that as long as plaintiff files an amended short form

1 complaint indicating the claim is losartan only. But subject  
2 to that, there's no objection. And we don't need that listed  
3 on next month's.

4 THE COURT: Why don't we just keep it listed. That  
5 will give you 30 days to file your amended complaint. Okay?

6 MS. SMITH: Okay. Thank you, Your Honor.

7 THE COURT: All right. Then we have 18 more we want  
8 to move to a listing, Leona Branch; Vincent Anderson; Richard  
9 Vindigni, V-I-N-D-I-G-N-I; Sheldon Walker; Angela Rue, R-U-E;  
10 Elie, E-L-I-E, Greene, G-R-E-E-N-E; Michael Robinette; Estate  
11 of Christopher Gallagher; Mario Sherber, S-H-E-R-B-E-R;  
12 Marjorie Smith as Administrator of the Estate of Erskine  
13 Smith; William Davis as Administrator of the Estate of Leila,  
14 L-E-I-L-A, Davis; the Estate of Nancy Mastbergen,  
15 M-A-S-T-B-E-R-G-E-N; Ernestine Williams; Jeremy Darabaris,  
16 D-A-R-A-B-A-R-I-S; Marilyn White; Barbara McCullough; Benita  
17 King; and the Estate of Robert Cooper.

18 Any objections to relisting them next month?

19 (No response.)

20 THE COURT: All right. They'll be relisted next  
21 month.

22 Anything else that we want to talk about today?

23 (No response.)

24 THE COURT: All right. Well, I hope to get you all  
25 back in Camden one of these days, a beautiful spring in Camden

1 and all that good stuff.

2 But stay well and stay safe, and we'll hopefully talk  
3 to you soon.

4 Thank you, everybody.

5 RESPONSE: Thank you, Judge.

6 (Proceedings concluded at 11:00 a.m.)

7

8 - - -

9 I certify that the foregoing is a correct transcript  
10 from the record of proceedings in the above-entitled matter.

11

12 /S/ Ann Marie Mitchell, CCR, CRR, RDR, RMR  
13 Court Reporter/Transcriber

14 2nd day of June, 2022  
15 Date

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